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DECLARATION - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled CROSSING PATHS NOTIFICATION SERVICE; the specification of which was filed on **July 7, 1999**, together with a preliminary amendment, as Application Serial No. **09/348,355**.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56;

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below, and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Prior U.S.A. Application(s)

Application No.: **08/962,997**

Filing Date: **November 2, 1997**

Status: **Patented**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: **Brian D. Robertson**

Inventor's signature *Brian D. Robertson*

Date *26-Apr-1-2002*

Residence: **210 Commercial Street, Boston, MA 02109**

Citizenship: **Canada**

Post Office Address: **Same as residence above**

Full name of second inventor: **Warren W. Adams**

Inventor's signature Warren Adams

Date May 1, 2002

Residence: **58 Oyster Watcha Road, Edgartown, MA 02539**

Citizenship: **U.S.**

Post Office Address: **Same as residence above**

Send Correspondence To:

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patents and Applications: 09/821,712; filed 03/29/01)
09/821,826; filed 03/29/01)
6,269,369; issued 07/31/01)
09/348,355; filed 07/07/99)
09/715,929; filed 11/17/00)
09/715,850; filed 11/17/00)
09/650,173; filed 08/29/00)
09/729,646; filed 12/04/00)
09/928,982; filed 08/13/01)
09/928,970; filed 08/13/01)
09/815,450; filed 03/22/01)
09/900,487; filed 07/06/01)
09/876,608; filed 06/07/01)
09/933,277; filed 08/20/01)
10/127,358; filed 04/19/02)
09/876,611; filed 06/07/01)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). Assignments representing the entire chains of title from the inventor(s) to Amazon.com Holdings, Inc. in each of the above-referenced matters are recorded as follows:

Patent or Application No.	Title	Assignment(s) representing chain of title from inventors to Amazon.com Holdings, Inc. recorded at:
09/821,712 Ref: AMAZON.008CP1	USE OF PRODUCT VIEWING HISTORIES OF USERS TO IDENTIFY RELATED PRODUCTS	Reel 011956/Frame 0882
09/821,826 Ref.: AMAZON.008CP2	CONTENT PERSONALIZATION BASED ON ACTIONS PERFORMED DURING A CURRENT BROWSING SESSION	Reel 011957/Frame 0815

6,269,369 Ref.: AMAZON.018A	NETWORKED PERSONAL CONTACT MANAGER	Reel 9107/Frame 0150 Reel 011584/Frame 0721 Reel 012937/Frame 0710
09/348,355 Ref.: AMAZON.018C1	CROSSING PATHS NOTIFICATION SERVICE	Reel 010159/Frame 0983 Reel 011584/Frame 0721 Reel 012937/Frame 0710
09/715,929 Ref.: AMAZON.053A	METHODS AND SYSTEMS FOR DISTRIBUTING INFORMATION WITHIN A DYNAMICALLY DEFINED COMMUNITY	Reel 011831/Frame 0432
09/715,850 Ref.: AMAZON.054A	METHODS AND SYSTEMS FOR PROCESSING DISTRIBUTED FEEDBACK	Reel 011790/Frame 0280
09/650,173 Ref.: AMAZON.059A	VOICE INTERFACE AND METHODS FOR IMPROVING RECOGNITION ACCURACY OF VOICE SEARCH QUERIES	Reel 011469/Frame 0684
09/729,646 Ref.: AMAZON.060A	GRAMMAR GENERATION FOR VOICE- BASED SEARCHES	Reel 011685/Frame 0307
09/928,982 Ref.: AMAZON.062A1	USER-TO-USER PAYMENT SERVICE WITH PAYEE-SPECIFIC PAY PAGES	Reel 012382/Frame 0284
09/928,970 Ref.: AMAZON.062A2	NETWORK BASED USER-TO-USER PAYMENT SERVICE	Reel 012382/Frame 0294
09/815,450 Ref.: AMAZON.063A	DELIVERY OF GOODS FROM INTERNET VENDORS TO ANONYMOUS CUSTOMERS	Reel 011984/Frame 0001
09/900,487 Ref.: AMAZON.070A	CONTEXTUAL PRESENTATION OF INFORMATION ABOUT RELATED ORDERS DURING BROWSING OF AN ELECTRONIC CATALOG	Reel 012225/Frame 0533
09/876,608 Ref.: AMAZON.071A	ELECTRONIC PURCHASING PROGRAM IN WHICH CUSTOMERS CREATE PURCHASE INCENTIVES FOR OTHER USERS	Reel 012279/Frame 0766
09/933,277 Ref.: AMAZON.072A	SERVICES FOR INCREASING THE UTILITY OF ELECTRONIC WISH LISTS	Reel 012304/Frame 0083
10/127,358 Ref.: AMAZON.073A	RECOMMENDATIONS AND SERVICES BASED ON WORKS PLAYED OR STORED ON USER DEVICES	Reel 013016/Frame 0267
09/876,611 Ref.: AMAZON.074A	IDENTIFYING AND PROVIDING TARGETED CONTENT TO USERS HAVING COMMON INTERESTS	Reel 012129/Frame 0879

An assignment of these matters from Amazon.com Holdings, Inc. to the Assignee is attached.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or

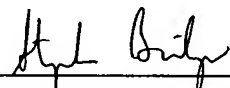
imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, 14th Floor, Irvine, CA 92614, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

AMAZON.COM, INC.

Dated: 16 January 2003

By: 
Stephen Bishop

Title: Assistant Secretary and
Associate General Counsel

Address: 1200 12th Avenue South, Suite 1200
Seattle, WA 98144

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ASSIGNMENT

WHEREAS, Amazon.com Holdings, Inc., a Delaware corporation having a principal place of business at 1200 12th Avenue South, Suite 1200, Seattle, WA 98144 (hereinafter "ASSIGNOR"), is the assignee of record of the following patents and patent applications (hereinafter "Patent Assets"):

Issued U.S. Patents:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,269,369	07/31/01	Networked personal contact manager

Pending U.S. Applications:

<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
09/821,712	3/29/01	Use of product viewing histories of users to identify related products
09/821,826	3/29/01	Content personalization based on actions performed during a current browsing session
09/348,355	7/07/99	Crossing paths notification service
09/715,929	11/17/00	Methods and systems for distributing information within a dynamically defined community
09/715,850	11/17/00	Methods and systems for processing distributed feedback
09/650,173	8/29/00	Voice interface and methods for improving recognition accuracy of voice search queries
09/729,646	12/04/00	Grammar generation for voice-based searches
09/928,982	8/13/01	User-to-user payment service with payee-specific pay pages
09/928,970	8/13/01	Network based user-to-user payment service
09/815,450	3/22/01	Delivery of goods from internet vendors to anonymous customers
09/900,487	7/06/01	Contextual presentation of information about related orders during browsing of an electronic catalog
09/876,608	06/07/01	Electronic purchasing program in which customers create purchase incentives for other users
09/933,277	8/20/01	Services for increasing the utility of electronic wish lists
10/127,358	4/19/02	Recommendations and services based on works played or stored on user devices
09/876,611	6/07/01	Identifying and providing targeted content to users having common interests

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Pending International Applications:

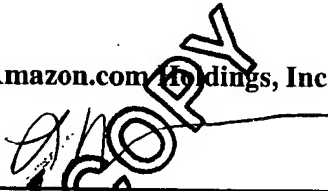
<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
PCTUS01/49737	10/22/01	Network-Based User-To-User Payment Service
PCTUS02/20683	06/28/02	Contextual Presentation of Information About Related Orders During Browsing of an Electronic Catalog

WHEREAS, Amazon.com, Inc., a Delaware corporation having a place of business at 1200 12th Avenue South, Suite 1200, Seattle, WA 98144 (hereinafter "ASSIGNEE") desires to acquire ASSIGNOR's entire right, title, and interest in and to the Patent Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest of ASSIGNOR throughout the world in, to, and under said Patent Assets and the inventions disclosed therein. Included within this assignment are all rights of ASSIGNOR under international treaty or convention to pursue patent protection for said inventions, and all rights of ASSIGNOR in, to and under any and all divisions, continuations, reissues, reexaminations, renewals, and extensions of the Patent Assets. ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents resulting from the Patent Assets to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal.

Amazon.com Holdings, Inc.


Michelle Wilson
Vice President and Secretary

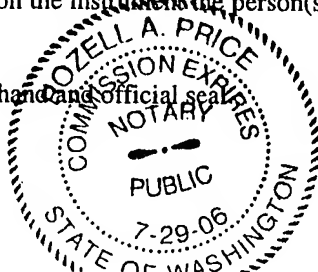
Date: 1-16-03

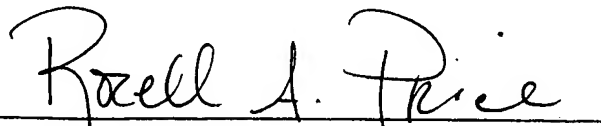
STATE OF Washington }
COUNTY OF King } ss.

On January 16, 2003, before me, Roell A. Price, personally appeared Michelle Wilson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]




Notary Signature

COPY

Amazon.com, Inc.

Stephen Bishop

Assistant Secretary and Associate General Counsel

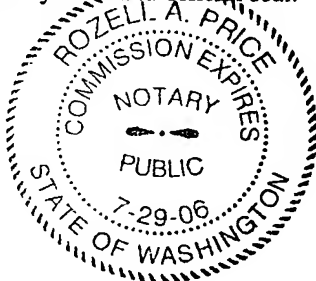
Date: 16 January 2003

STATE OF Washington }
COUNTY OF King } ss.

On January 16, 2003, before me, Rozell A. Price, personally appeared Stephen Bishop personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Rozell A. Price
Notary Signature

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 16, 1998

PTAS

FLEHR HOHBACH TEST ALBRITTON ET AL
DOUGLAS J. CRISMAN, ESQ.
4 EMBARCADERO CENTER
SUITE 3400
SAN FRANCISCO, CALIFORNIA 94111-4187



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UNITED STATES PATENT AND TRADEMARK OFFICE
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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/17/1998

REEL/FRAME: 9107/0150
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ROBERTSON, BRIAN D.

DOC DATE: 12/04/1997

ASSIGNEE:

SAGE ENTERPRISE, INC., DBA PLANET ALL
17 SELLERS STREET, SECOND FLOOR
CAMBRIDGE, MASSACHUSETTS 02139

SERIAL NUMBER: 08962997
PATENT NUMBER:

FILING DATE: 11/02/1997
ISSUE DATE:

PEARLENE FOSTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

COPY

WHEREAS, the undersigned, BRIAN D. ROBERTSON (hereinafter termed "Inventor"), a resident of Cambridge 02139, County of Middlesex, State of Massachusetts, has invented certain new and useful improvements in NETWORKED PERSONAL CONTACT MANAGER and has executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, Sage Enterprises, Inc., dba PlanetAll (hereinafter termed "Assignee"), a corporation of the State of Massachusetts, having a place of business at 17 Sellers Street, 2nd Floor, Cambridge, 02139, State of Massachusetts, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

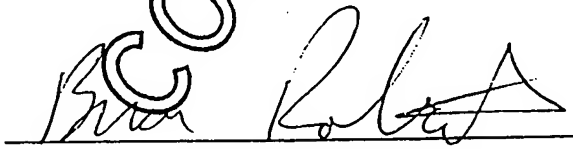
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries.

Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 4 day of December, 1997.


BRIAN D. ROBERTSON

04-23-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

APR 17 1998

RE



JET

Attorney Docket No. A-64548/GSW/DJC

100690545

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party:

Brian D. Robertson

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name

Other: _____

2. Name and address of receiving party:

Name: Sage Enterprises, Inc., dba PlanetAll

Address: 17 Sellers Street, Second Floor, Cambridge

MA 02139

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: December 4, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: n/a (filed 11/2/97)

A. Patent Application No.(s)

08/962,997

B. Patent No.(s)

COPY

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Douglas L. Crisman, Esq.

Address: Flehr Hohbach Test Albritton & Herbert LLP

4 Embarcadero Center

Suite 3400

San Francisco, CA 94111-4187

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300 (Order A-64548/GSW)

(Attach duplicate copy of this page if paying by deposit account)

04/21/1998 BDUCKETT 00000065 08962997

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40.00 00

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Douglas L. Crisman
Name of Person Signing

Signature

April 14, 1998
Date

Total number of pages including cover sheet: 3

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Box Assignments
Washington, D.C. 20231

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 14, 1999

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
LORI LEE YAMATO
SIXTEENTH FLOOR
620 NEWPORT CENTER DRIVE
NEWPORT BEACH, CA 92660



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UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 08/12/1999

REEL/FRAME: 010159/0983
NUMBER OF PAGES: 8

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SAGE ENTERPRISES, INC.

DOC DATE: 08/27/1998

ASSIGNEE:

PLANETALL.COM, INC.
17 SELLERS STREET
SECOND FLOOR
CAMBRIDGE, MASSACHUSETTS 02139

SERIAL NUMBER: 08962997
PATENT NUMBER:

FILING DATE: 11/02/1997
ISSUE DATE:

SERIAL NUMBER: 09348355
PATENT NUMBER:

FILING DATE: 07/07/1999
ISSUE DATE:

NO DATES DOCKETED
ATTORNEY RESPONSIBLE
INITIAL SN

010159/0983 PAGE 2

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-17-1999



TO THE ASSISTANT COMMISSIONER FOR PATENTS:

101118692

copy thereof

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Sage Enterprises, Inc.

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

2. Name and address of receiving party(ies)

Name: PlanetAll.com, Inc.

Internal Address:

Street Address: 17 Sellers Street, Second Floor

City: Cambridge State: Massachusetts ZIP: 02139

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

() Assignment
() Merger
() Security Agreement
(X) Change of Name
() Other:

Execution Date: August 27, 1998

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 08/962,997

Filing Date: November 2, 1997

Patent Application No.: 09/348,355

Filing Date: July 7, 1999

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori Lee Yamato
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: AMAZON.018A

7. Total fee (37 CFR 3.41): \$80.00

(X) Enclosed

(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 2

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Lori Lee Yamato

Name of Person Signing

Signature

Date

40,881

Registration No.

Total number of pages including cover sheet, attachments and document: 9

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

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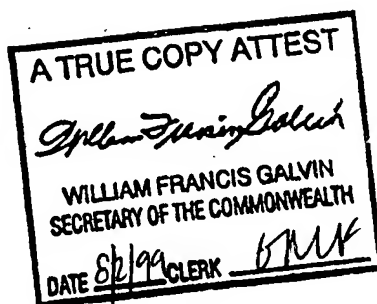
OFFICE OF THE SECRETARY OF THE COMMONWEALTH OF MASSACHUSETTS
THE COMMONWEALTH

98 AUG 27 **ARTICLES OF *CONSOLIDATION/*MERGER**
(General Laws, Chapter 156B, Section 78)

I hereby approve the within Articles of *Consolidation/*Merger and, the
filing fee in the amount of \$ 250.00 having been paid, said articles
are deemed to have been filed with me this 27th day of —
AUGUST, 19 98

Effective date: _____

William Francis Galvin



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Patricia C. Robichaud

Hutchins, Wheeler & Dittmar

101 Federal Street

Boston, MA 02110

Telephone: _____ (617) 951-6600

FEDERAL IDENTIFICATION
NO. Applied For

000,15356

FEDERAL IDENTIFICATION
NO. 04-3328423

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ~~*CONSOLIDATION*~~ MERGER (General Laws, Chapter 156B, Section 78)

PA
~~*Consolidation/~~ *merger of

(M) Pacific Acquisition, Inc.

and

(S) Sage Enterprises, Inc.

the constituent corporations, into

(S) Sage Enterprises, Inc.

~~*a new corporation/~~ *one of the constituent corporations.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~*consolidation/~~ *merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 78, and will be kept as provided by Subsection (d) thereof. The ~~*resulting /~~ surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~*consolidation/~~ *merger determined pursuant to the agreement of merger shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing: Upon Filing

Delete M
C ☐ 3. (For a merger)

P ☒ **The following amendments to the Articles of Organization of the *surviving* corporation have been
M ☐ effected pursuant to the agreement of merger:
R.A. ☒

See Exhibit A attached hereto.

* Delete the inapplicable word.

** If there are no provisions state "None".

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated.

8
P.C.

(M) 7/30/98nc

(S) 9/5/96c

(For a consolidation)

(a) The purpose of the resulting corporation is to engage in the following business activities:

(b) State the total number of shares and the par value, if any, of each class of stock which the resulting corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:				
Preferred:		Preferred:		

** (c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established:

** (d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

** (e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

** If there are no provisions state "None"

**EXHIBIT A
TO
ARTICLES OF MERGER
OF
PACIFIC ACQUISITION CORP.
WITH AND INTO
SAGE ENTERPRISES, INC.**

ARTICLE I

The exact name of the corporation is:

PlanetAll.com, Inc.

ARTICLE II

The name purpose of the corporation is to engage in the following business activities:

To acquire and invest in various corporations and to carry on any and all business permitted by the laws of the Commonwealth of Massachusetts with respect to a corporation organized under Chapter 156B of the General Laws.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	NONE	Common:	200,000	\$.01
Preferred:	NONE	Preferred:	NONE	

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

Not Applicable.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

None.

ARTICLE VI

****Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:**

Other lawful provisions for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution or for limiting, defining or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

No Director or officer shall be disqualified by her office from dealing or contracting as vendor, purchaser or otherwise, whether in her individual capacity or through any other corporation, trust, association, firm or joint venture in which he is interested as a stockholder, director, trustee, partner or otherwise, with the corporation or any corporation, trust, association, firm or joint venture in which the corporation shall be a stockholder or otherwise interested or which shall hold stock or be otherwise interested in the corporation, nor shall any such dealing or contract be avoided, nor shall any Director or officer so dealing or contracting be liable to account for any profit or benefit realized through any such dealing or contract to the corporation or to any stockholder or creditor thereof solely because of the fiduciary relationship established by reason of her holding such Directorship or office. Any such interest of a Director shall not disqualify him from being counted in determining the existence of a quorum at any meeting nor shall any such interest disqualify him from voting or consenting as a Director or having her vote or consent counted in connection with any such dealing or contract.

No stockholder shall be disqualified from dealing or contracting as vendor, purchaser or otherwise, either in her individual capacity or through any other corporation, trust, association, firm or joint venture in which he is interested as a stockholder, director, trustee, partner or otherwise, with the corporation or any corporation, trust, association, firm or joint venture in which the corporation shall be a stockholder or otherwise interested or which shall hold stock or be otherwise interested in the corporation, nor shall any such dealing or contract be avoided, nor shall any stockholder so dealing or contracting be liable to account for any profit or benefit realized through any such contract or dealing to the corporation or to any stockholder or creditor thereof by reason of such stockholder holding stock in the corporation to any amount, nor shall any fiduciary relationship be deemed to be established by such stockholding.

Meetings of the stockholders of the corporation may be held at any place within the United States.

The corporation may be a partner in any business enterprise it would have power to conduct by itself.

The Directors may make, amend or repeal the By-Laws in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders.

No Director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director notwithstanding any statutory provision or other law imposing such liability, except for liability of a Director (i) for any breach of the Director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Sections 61 or 62 of Chapter 156B of the Massachusetts General Laws, or (iv) for any transaction from which the Director derived an improper personal benefit. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any Director of the corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

The information contained in Item 4 is not a permanent part of the Articles of Organization of the ~~resulting~~ surviving corporation.

(a) The street address of the ~~resulting~~ surviving corporation in Massachusetts is: (post office boxes are not acceptable)
17 Sellers Street, 2nd Floor, Cambridge, MA 02139

(b) The name, residential address, and post office address of each director and officer of the ~~resulting~~ surviving corporation is:

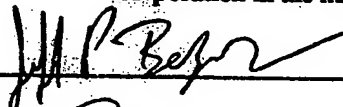
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Jeffrey P. Bezos	81 Vine Street, Apt. #203, Seattle, WA 98121	
Treasurer	Randy Tinsley	170th Place SE, Bellevue, WA 98006	
Clerk:	Alan Caplan	1531 18th Ave., Seattle, WA 98112	
Directors:	Jeffrey P. Bezos	Same as above	
	Alan Caplan	Same as above	
Vice President:	Joy D. Covey	3413 265th St. SE, Issaquah, WA 98029	

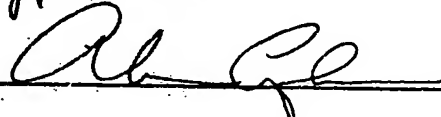
(c) The fiscal year (i.e. tax year) of the ~~resulting~~ surviving corporation shall end on the last day of the month of:
December 31

(d) The name and business address of the resident agent, if any, of the ~~resulting~~ surviving corporation is:

CT Corporation System, Two Oliver Street, Boston, MA 02110

The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of ~~consolidation~~ merger has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.



Jeffrey P. Bezos, *President / *Vice President,


Alan Caplan, *Clerk / *Assistant Clerk,
of Pacific Acquisition, Inc.
(Name of constituent corporation)

See attached Signature Page

Warren W. Adams, *President / *Vice President,

Warren W. Adams, *Clerk / *Assistant Clerk,
of Sage Enterprises, Inc.
(Name of constituent corporation)

*Delete the inapplicable words.

~~The information contained in Item 4 is not a permanent part of the Articles of Organization of the *resulting/*surviving corporation.~~

(a) The street address of the *resulting/*surviving corporation in Massachusetts is: (post office boxes are not acceptable)
17 Sellers Street, 2nd Floor, Cambridge, MA 02139

(b) The name, residential address, and post office address of each director and officer of the *resulting/*surviving corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Jeffrey P. Bezos	81 Vine Street, Apt. #203, Seattle, WA	98121
Treasurer:	Randy Tinsley	170th Place SE, Bellevue, WA	98006
Clerk:	Alan Caplan	1531 18th Ave., Seattle, WA	98112
Directors:	Jeffrey P. Bezos	Same as above	
	Alan Caplan	Same as above	
Vice President:	Joy D. Covey	3413 265th St. SE, Issaquah, WA	98029

(c) The fiscal year (i.e. tax year) of the *resulting/*surviving corporation shall end on the last day of the month of:
December 31

(d) The name and business address of the resident agent, if any, of the *resulting/*surviving corporation is:

CT Corporation System, Two Oliver Street, Boston, MA 02110

The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of *consolidation/*merger has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.

_____, *President / *Vice President,
Jeffrey P. Bezos

_____, *Clerk / *Assistant Clerk,
Alan Caplan

of Pacific Acquisition, Inc.

(Name of constituent corporation)

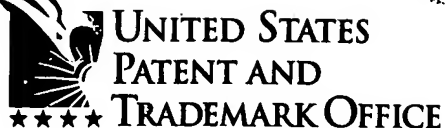
_____, *President / *Vice President,
Warren W. Adams

_____, *Clerk / *Assistant Clerk,
Warren W. Adams

of Sage Enterprises, Inc.

(Name of constituent corporation)

*Delete the inapplicable words.



AUGUST 01, 2002

PTAS
KNOBBE, MARTENS, OLSON & ET AL
RONALD J. SCHOENBAUM
SIXTEENTH FLOOR
620 NEWPORT CENTER DRIVE
NEWPORT BEACH CA 92660

Chief Information Officer
Washington, DC 20231
www.uspto.gov



102111744A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/03/2002

REEL/FRAME: 012937/0710
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ADAMS, WARREN W.

DOC DATE: 05/01/2002

ASSIGNEE:

AMAZON.COM HOLDINGS, INC.
1200 12TH AVENUE SOUTH, SUITE 1200
SEATTLE, WASHINGTON 98144

SERIAL NUMBER: 09348355 *AMAZON.018C1^{PS}*
PATENT NUMBER: *RDS*

FILING DATE: 07/07/1999
ISSUE DATE:

SERIAL NUMBER: 08962997 *AMAZON.018A^{PS}*
PATENT NUMBER: 6269369 *RDS*

FILING DATE: 11/02/1997
ISSUE DATE: 07/31/2001

SAUNDRA BALLENGER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

06-05-2002

RECORDA

TO THE ASSISTANT COMMISSIONER FOR PATENTS: 102111744

or copy thereof.

1. Name of conveying party: (If multiple assignors, list numerically)

1. Warren W. Adams

6-3-02

Additional name(s) of conveying party attached?

() Yes (X) No

2. Name and address of receiving party:

Name: Amazon.com Holdings, Inc.

Street Address: 1200 12th Avenue South, Suite 1200

City: Seattle State: WA ZIP: 98144

Additional name(s) of receiving party attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) 1. May 1, 2002

4. Application number or Patent number:

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 09/348,355

Filing Date: July 7, 1999

(X) Patent No.: 6,269,369

Issue Date: July 31, 2001

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald J. Schoenbaum
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: AMAZON.018C1

7. Total fee (37 CFR 1.21(h)): \$80.00

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Ronald J. Schoenbaum

Name of Person Signing

Signature

Date

5-31-02

38,297

Registration No.

Total number of pages including cover sheet, attachments and document: 2

Mail documents to be recorded with required cover sheet information to:

06/04/2002 JJALLAH2 00000029 09348355

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H:\DOCS\ROS\ROS-4320.DOC\dns\052902

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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2002 JUN -3 PM 3:14
ASSIGNMENTS DIV

PATENT

Appl. No: 08/962,997, filed November 2, 1997, now U.S. Patent 6,269,369 (attorney docket AMAZON.018A)
Appl. No. 09/348,355, filed July 7, 1999 (attorney docket AMAZON.018C1)

ASSIGNMENT

WHEREAS, I, Warren W. Adams, a U.S. citizen, residing at 58 Oyster Watcha Road, Edgartown, MA 02539, along with Brian D. Robertson, have co-invented certain new and useful improvements for which the following patent applications have been filed.

1. Appl. No: 08/962,997, filed November 2, 1997, now U.S. Patent 6,269,369 titled "Networked Contact Manager."
2. Appl. No. 09/348,355, filed July 7, 1999, titled "Crossing Paths Notification Service."

AND WHEREAS, Amazon.com Holdings, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 1200 12th Avenue South, Suite 1200, Washington, 98144, desires to acquire the entire right, title, and interest in and to said improvements and said Applications:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, said co-inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title, and interest throughout the world in, to and under said improvements, and said applications and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 1st day of May, 2002

Warren W. Adams

Warren W. Adams

STATE OF

COUNTY OF

ss.

On _____, before me, _____, personally appeared Warren W. Adams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature



AMAZON 01801 97
RUS

MAY 28, 2003

PTAS

KNOBBE MARTENS OLSON & BEAR LLP
2040 MAIN STREET
FOURTEENTH FLOOR
IRVINE, CA 92614

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov



102347402A

UNITED STATES PATENT AND TRADEMARK OFFICE
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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/27/2003

REEL/FRAME: 013683/0853
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

AMAZON.COM HOLDINGS, INC.

DOC DATE: 01/16/2003

ASSIGNEE:

AMAZON.COM, INC.
1200 12TH AVENUE SOUTH, SUITE 1200
SEATTLE, WASHINGTON 98144

SERIAL NUMBER: 09821712
PATENT NUMBER:

FILING DATE: 03/29/2001
ISSUE DATE:

SERIAL NUMBER: 09821826
PATENT NUMBER:

FILING DATE: 03/29/2001
ISSUE DATE:

SERIAL NUMBER: 09348355
PATENT NUMBER:

FILING DATE: 07/07/1999
ISSUE DATE:

SERIAL NUMBER: 09715929
PATENT NUMBER:

FILING DATE: 11/17/2000
ISSUE DATE:

013683/0853 PAGE 2

SERIAL NUMBER: 09715850
PATENT NUMBER:

FILING DATE: 11/17/2000
ISSUE DATE:

SERIAL NUMBER: 09650173
PATENT NUMBER:

FILING DATE: 08/29/2000
ISSUE DATE:

SERIAL NUMBER: 09729646
PATENT NUMBER:

FILING DATE: 12/04/2000
ISSUE DATE:

SERIAL NUMBER: 09928982
PATENT NUMBER:

FILING DATE: 08/13/2001
ISSUE DATE:

SERIAL NUMBER: 09928970
PATENT NUMBER:

FILING DATE: 08/13/2001
ISSUE DATE:

SERIAL NUMBER: 09815450
PATENT NUMBER:

FILING DATE: 03/22/2001
ISSUE DATE:

SERIAL NUMBER: 09900487
PATENT NUMBER:

FILING DATE: 07/06/2001
ISSUE DATE:

SERIAL NUMBER: 09876608
PATENT NUMBER:

FILING DATE: 06/07/2001
ISSUE DATE:

SERIAL NUMBER: 09933277
PATENT NUMBER:

FILING DATE: 08/20/2001
ISSUE DATE:

SERIAL NUMBER: 10127358
PATENT NUMBER:

FILING DATE: 04/19/2002
ISSUE DATE:

SERIAL NUMBER: 09876611
PATENT NUMBER:

FILING DATE: 06/07/2001
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RE

01-27-2003

T

TO THE ASSISTANT COMMISSIONER FOR F

cuments or copy thereof.

1. Name of conveying party: (If multiple assign numerically)

Amazon.com Holdings, Inc.

Additional name of conveying party attached?

() Yes (X) No

102347402

receiving party:

Name: Amazon.com, Inc.

Street Address: 1200 12th Avenue South, Suite 1200

City: Seattle State: WA ZIP: 98144

Additional name of receiving party attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) January 16, 2003

4. Application numbers or Patent numbers:

() Application(s) filed herewith Execution Date(s):

(X) Patent Application Nos.: 09/821,712; 09/821,826; 09/348,355; 09/715,929; 09/715,850; 09/650,173; 09/729,646; 09/928,982; 09/928,970; 09/815,450; 09/900,487; 09/876,608; 09/933,277; 10/127,358; 09/876,611

Filing Dates: 3/29/01; 3/29/01; 7/07/99; 11/17/00; 11/17/00; 8/29/00; 12/04/00; 8/13/01; 8/13/01; 3/22/01; 7/06/01; 06/07/01; 08/20/01; 04/19/02; 06/07/01;

(X) Patent No.: 6,269,369 Issue Date: 7/31/01

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald J. Schoenbaum
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Fourteenth Floor

Street Address: 2040 Main Street

City: Irvine State: CA ZIP: 92614

Attorney's Docket Nos.:

AMAZON.008CP1/008CP2/018C1/053A/054A/059A/060A/062A1/062A2/063A/070A/071A/072A/073A/074A

7. Total fee (37 CFR 1.21(h)): \$600.00

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 15

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Ronald J. Schoenbaum

Name of Person Signing

Signature

Date

38,297

Registration No.

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office

Attn: Assignment Division

Crystal Gateway-4

1213 Jefferson Davis Highway, Suite 320

Arlington, VA 22202

01/28/2003 6TON11 00000026 09821712

01 FC:8021

600.00 CP

ASSIGNMENT

WHEREAS, Amazon.com Holdings, Inc., a Delaware corporation having a principal place of business at 1200 12th Avenue South, Suite 1200, Seattle, WA 98144 (hereinafter "ASSIGNOR"), is the assignee of record of the following patents and patent applications (hereinafter "Patent Assets"):

Issued U.S. Patents:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,269,369	07/31/01	Networked personal contact manager

Pending U.S. Applications:

<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
09/821,712	3/29/01	Use of product viewing histories of users to identify related products
09/821,826	3/29/01	Content personalization based on actions performed during a current browsing session
09/348,355	7/07/99	Crossing paths notification service
09/715,929	11/17/00	Methods and systems for distributing information within a dynamically defined community
09/715,850	11/17/00	Methods and systems for processing distributed feedback
09/650,173	8/29/00	Voice interface and methods for improving recognition accuracy of voice search queries
09/729,646	12/04/00	Grammar generation for voice-based searches
09/928,982	8/13/01	User-to-user payment service with payee-specific pay pages
09/928,970	8/13/01	Network based user-to-user payment service
09/815,450	3/22/01	Delivery of goods from internet vendors to anonymous customers
09/900,487	7/06/01	Contextual presentation of information about related orders during browsing of an electronic catalog
09/876,608	06/07/01	Electronic purchasing program in which customers create purchase incentives for other users
09/933,277	8/20/01	Services for increasing the utility of electronic wish lists
10/127,358	4/19/02	Recommendations and services based on works played or stored on user devices
09/876,611	6/07/01	Identifying and providing targeted content to users having common interests

Pending International Applications:

<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
PCTUS01/49737	10/22/01	Network-Based User-To-User Payment Service
PCTUS02/20683	06/28/02	Contextual Presentation of Information About Related Orders During Browsing of an Electronic Catalog

WHEREAS, Amazon.com, Inc., a Delaware corporation having a place of business at 1200 12th Avenue South, Suite 1200, Seattle, WA 98144 (hereinafter "ASSIGNEE") desires to acquire ASSIGNOR's entire right, title, and interest in and to the Patent Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest of ASSIGNOR throughout the world in, to, and under said Patent Assets and the inventions disclosed therein. Included within this assignment are all rights of ASSIGNOR under international treaty or convention to pursue patent protection for said inventions, and all rights of ASSIGNOR in, to and under any and all divisions, continuations, reissues, reexaminations, renewals, and extensions of the Patent Assets. ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents resulting from the Patent Assets to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal.

Amazon.com Holdings, Inc.



Michelle Wilson
Vice President and Secretary

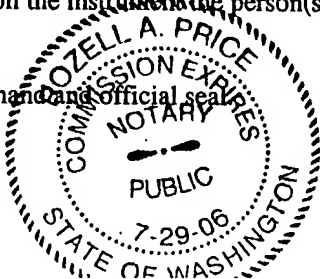
Date: 1-16-03

STATE OF Washington }
COUNTY OF King } ss.

On January 16, 2003, before me, Roell A. Price, personally appeared Michelle Wilson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Roell A. Price
Notary Signature

Amazon.com, Inc.

Stephen Bishop

Stephen Bishop
Assistant Secretary and Associate General Counsel

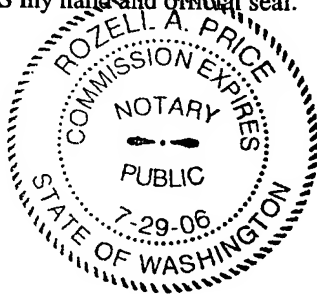
Date: 16 January 2003

STATE OF Washington }
COUNTY OF King } ss.

On January 16, 2003, before me, Rozell A. Price, personally appeared Stephen Bishop personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Rozell A. Price
Notary Signature

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